

BILL NO. S-79-07-13

SPECIAL ORDINANCE NO. S- 121-79

AN ORDINANCE approving a contract for Street Improvement Resolution No. 5835-79, between the City of Fort Wayne, Indiana and Spears-Dehner, Inc., Contractor for improvement of Fernhill Avenue.

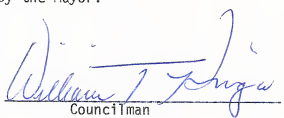
BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:


SECTION 1. That a certain contract, dated June 25, 1979, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works, and Spears-Dehner, Inc., Contractor, for:

improving Fernhill Avenue from Wells Street East to Northrop Avenue, with concrete pavement, curbs, street lighting, storm sewers, new traffic signals and island realignment,

under Board of Public Works Street Improvement Resolution No. 5835-79, at a total cost of \$998,674.51, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO
FORM & LEGALITY

William N. Salin, City Attorney

Read the first time in full and on motion by _____, seconded by _____

Star, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 7-10-79

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Hinga, seconded by V. Schmidt, and duly adopted, placed on its passage.
PASSED (~~Lost~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-VOTE</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>	_____	_____	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>X</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>X</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 7-24-79

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
(~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~) (~~APPROPRIATION~~) ORDINANCE
(~~RESOLUTION~~) No. 2-121-79 on the 24th day of July, 1979.
ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Winfield C. Moore Jr.
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of July, 1979 at the hour of 11:30 o'clock A. M., E.S.T.
Charles W. Westerman
CITY CLERK

Approved and signed by me this 31st day of July, 1979
at the hour of 3 o'clock P. M., E.S.T.

Robert E. Chmielewski
MAYOR

Bill No. S-79-07-13

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract for Street Improvement Resolution No. 5835-79,
between the City of Fort Wayne, Indiana and Spears-Dehner, Inc.,
Contractor for improvement of Fernhill Avenue

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

WILLIAM T. HINGA - CHAIRMAN

PAUL M. BURNS - VICE CHAIRMAN

FREDRICK R. HUNTER

DONALD J. SCHMIDT

JAMES S. STIER

7-24-79 CONCURRED IN
DATE _____ CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

May 22, 1979

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

The Board of Public Works has awarded contract for Street Improvement Resolution No. 5835-79, for the improvement of Fernhill Avenue, to Spears-Dehner, in the amount of \$998,674.51.

In light of the size of this project and the fact that Spears-Dehner is able to begin construction immediately, the Board of Works respectfully requests "Prior Approval" so that construction may begin immediately.

Special Ordinance for formal approval will be submitted in the very near future.

Sincerely,

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg
HENRY P. WEHRENBURG, CHAIRMAN

CITY OF FORT WAYNE

Robert E. Armstrong
ROBERT E. ARMSTRONG, MAYOR

ep
APPROVED:

William T. Hager Frederick R. Hentrich Levin M. Hentrich
John J. Hentrich Samuel J. Talarico Thomas P. Schaefer
John J. Schaefer John J. Schaefer John J. Schaefer
MEMBERS OF THE COMMON COUNCIL

ATTEST:

Charles W. Westerman
CHARLES W. WESTERMAN, CLERK

Clearing and Grubbing	Twenty-two thousand, one hundred fifty dollars and no cents per lump sum	22,150.00
Removal of Pavement	Three dollars and twenty-five cents per square yard	3.25
Common Excavation	Four dollars and seventy cents per cubic yard	4.70
Ditch Excavation	Seven dollars and no cents per cubic yard	7.00
Unclassified Excavation	Sixteen thousand and twenty-six dollars and no cents per lump sum	16,026.00
#2 Stone for Shoulders	Seven dollars and fifty cents per ton	7.50
Type-"O" Compacted Aggregate for Shoulder (Size #73)	Seven dollars and fifty cents per ton	7.50
Type "O" Compacted Aggregate for Shoulders (Size #73)	Seven dollars and fifty cents per ton	7.50
Bituminous Base	Twenty dollars and sixty cents per ton	20.60
Bituminous Binder	Twenty-two dollars and fifteen cents per ton	22.15
Bituminous Surface	Twenty-three dollars and seventy cents per ton	23.70
Bituminous Mixture for	Twenty-five dollars and seventy-five cents per ton	25.75

Subbase	Nine dollars and thirty cents per ton	9.30
Reinforced Concrete Pavement, 9 inch	Twenty-one dollars and eleven cents per square yard	21.11
Plain Concrete Pavement, 9 inch	Twenty dollars and forty-eight cents per square yard	20.48
Contraction Joint Type D-1	Five dollars and no cents per lineal foot	5.00
Expansion Joint, with Load Transfer 1 Inch	Six dollars and no cents per lineal foot	6.00
Anchor Bolts	Six dollars and no cents per each	6.00
Cement Concrete Pavement for Driveways	Twenty-five dollars and twenty-five cents per square yard	25.25
Curb, Integral	Three dollars and forty cents per lineal foot	3.40
Center Curb, Concrete Type "A"	Twenty-five dollars and thirty-five cents per square yard	25.35
Center Curb, Concrete Type "B"	Thirty-three dollars and twenty-five cents per square yard	33.25
Curb Removal	Four dollars and no cents per lineal foot	4.00
Dumped Riprap, 6"	Fifteen dollars and no cents per ton	15.00
Concrete Header, Type "A"	Seventy dollars and no cents per lineal foot	70.00
Mulched Seeding Class "R"	No dollars and sixty cents per square yard	.60
Standard Barricade Type "III"	Six hundred dollars and no cents per each	600.00
Construction Sign Type "A"	Two hundred and sixty dollars and no cents per each	260.00
Maintenance of Traffic	Fifty-eight thousand, eight hundred dollars and no cents per lump sum	58,800.00
Railroad Insurance Ad #1	Fifteen hundred dollars and no cents per lump sum	1,500.00

STORM SEWER ITEM

B-Borrow	Five dollars and no cents per ton	5.00
#53 or #73 Stone for Backfill	Six dollars and no cents per ton	6.00
Pipe, Bituminous Coated Corrugated Metal Pipe, 8"	Ten dollars and eighty-one cents per lineal foot	10.81

Pipe, Concrete Class IV, 12"	Thirteen dollars and eighty-three cents per lineal foot	13.83
Pipe, Concrete Class IV, 15"	Sixteen dollars and ninety-four cents per lineal foot	16.94
Pipe, Concrete Class IV, 18"	Twenty-two dollars and six cents per lineal foot	22.06
Pipe, Concrete Class IV, 24"	Thirty-six dollars and sixty-two cents per lineal foot	36.62
Pipe, Concrete Class IV, 27"	Thirty-seven dollars and seventy cents per lineal foot	37.70
Pipe, Concrete Class IV, 30"	Forty-two dollars and fifteen cents per lineal foot	42.15
Pipe, Concrete Class IV, 36"	Sixty dollars and three cents per lineal foot	60.03
Pipe, Bituminous Coated Corrugated Metal Pipe, 36"	Thirty-eight dollars and twelve cents per lineal foot	38.12
Pipe, Bituminous Coated Corrugated Metal Pipe, 54"	Eighty-nine dollars and no cents per lineal foot	89.00
Special Structure, Wingwalls	Six thousand dollars and no cents per each	6,000.00
Manhole, Type V	One thousand, two hundred and fifty dollars and no cents per each	1,250.00
Manhole, Type II	Two thousand, five hundred and sixty-five dollars and no cents per each	2,565.00
Manhole, Type I	Nine hundred and seventy dollars and no cents per each	970.00
Inlet Type I	Two hundred dollars and no cents per each	200.00
Inlet Type III	Four hundred and fifty dollars and no cents each	450.00
Castings Type "A"	One hundred and sixty-five dollars and no cents per each	165.00
Castings Type "C"	Two hundred and forty dollars and no cents per each	240.00
Castings Type "E"	Four hundred and seventy-five dollars and no cents per each	475.00
Castings Type "F"	Two hundred and fifty dollars and no cents per each	250.00
Castings Type "G"	One hundred and sixty-five dollars and no cents per each	165.00
Adjust Casting to Grade	One hundred and fifty dollars and	150.00

Adjust Trench Drain to Grade	Thirty dollars and no cents per lineal foot	30.00
Metal End Section, 24"	Two hundred and fifty dollars and no cents per each	250.00
Metal End Section, 15"	One hundred and eighty-five dollars and no cents per each	185.00
Metal End Section, 36"	Three hundred and twenty-five dollars and no cents per each	325.00
Underdrain 6"	Six dollars and no cents per lineal foot	6.00
#7 Aggregate for Underdrains	Eleven dollars and fifty cents per cubic yard	11.50

SIGNALIZATION ITEMS

Multi-Phase, Fully-Actuated Controller in Type P-1 Cabinet complete with foundation	Fourteen thousand, one hundred and ninety dollars and no cents per each	14,190.00
1-Way, 3 Section Polycarbonate Signal Face (12" R, 12" A, 12" G)	Three hundred and eight dollars and no cents per each	308.00
1-Way, 3 Section Polycarbonate Signal Face (12" R, 12" A Arrow, 12" G Arrow)	Three hundred and twenty-five dollars and no cents per each	325.00
Span Wire Mounting with Balance Adjuster and Disconnect Hanger (18 CKT)	Two hundred and fifty-nine dollars and no cents per each	259.00
Span Cantenary & Fittings W/Aircraft Cable	Two thousand, eight hundred and sixty dollars and no cents per lump sum	2,860.00
35' Steel Strain Pole (22" Dia.) Complete with Anchor Bolts and Foundation (B = 10')	Two thousand, eight hundred and sixty dollars and no cents per each	2,860.00
Service	Three hundred and forty-one dollars and no cents per each	341.00
Handhole	Four hundred and fifty-one dollars and no cents per each	451.00
Detector Housing Complete W/Foundation	Three hundred and thirty dollars and no cents per each	330.00
6' X 20' Loop Detector Complete W/Saw Slot, Sealant & Wiring	Four hundred and eighty dollars and no cents per each	480.00
6' X 6' Loop Detector Complete W/Saw Slot, Sealant, and Wiring	Two hundred and forty-two dollars and no cents per each	242.00
5" Galvanized Rigid Steel Conduit	per lineal foot	

3" Galvanized Rigid Steel Conduit	Thirteen dollars and twenty cents per lineal foot	13.20
2" Galvanized Rigid Steel Conduit	Eleven dollars and no cents per lineal foot	11.00
2 C/8 Service Cable	One dollar and thirty-two cents per lineal foot	1.32
5 C/14 Signal Cable	One dollar and ten cents per lineal foot	1.10
7 C/14 Signal Cable	One dollar and twenty-five cents per lineal foot	1.25
11 C/14 Signal Cable	One dollar and seventy-six cents per lineal foot	1.76
2 C/14 Shielded Cable	No dollars and seventy-five cents per lineal foot	.75
Loop Detector Amplifier with Delay Timer	One hundred and ninety-three dollars and no cents per each	193.00
Loop Detector Amplifier, Digital Four Channel	Three hundred and seventy-five dollars and no cents per each	375.00
Remove Existing Signal Installation	Nine hundred and ninety dollars and no cents per lump sum	990.00
All Miscellaneous Hardware	Eight hundred and eighty dollars and no cents per lump sum	880.00

PAVEMENT MARKINGS ITEM

6" Yellow - Cold Plastic for Lane Lines	One dollar and forty-five cents per lineal foot	1.45
6" White - Cold Plastic for Lane Lines	One dollar and forty-five cents per lineal foot	1.45
6" White - Cold Plastic for Stop Bars (18" wide)	Five dollars and seventy-five cents per lineal foot	5.75
Left Turn Arrow - White Cold Plastic	One hundred dollars and no cents per each	100.00
Right Turn Arrow - White Cold Plastic	One hundred dollars and no cents per each	100.00
Thru Arrow - White Cold Plastic	One hundred dollars and no cents per each	100.00
Combination Arrow (Thru and Right)	One hundred sixty-two dollars and no cents per each	162.00
Word "Only" - White Cold Plastic	One hundred eighty-three dollars and no cents per each	183.00
Railroad "X" White Cold Plastic	Three hundred and sixty dollars and no cents per each	360.00
Keep Right Symbol Sign (R4-7) with 12' 3 lb. Post	Ninety dollars and no cents per each	90.00

Stop Sign (R1-1) with 12' 3 lb. Post	Ninety dollars and no cents per each	90.00
No Left Turn Symbol Sign (R3-1) with 12' 2 lb. Post	Eighty-two dollars and fifty cents per each	82.50
No Parking Sign (R-18) with Banding Material and Brackets	Seventy-one dollars and fifty cents per each	71.50
Speed Limit "35" (R2-1) with Banding Material and Brackets	Ninety dollars and no cents per each	90.00
Yield Sign (Type R-3) with 12' 3 lb. Post	Eighty-three dollars and no cents per each	83.00

LIGHTING ITEM

Install 3/C #4 Overhead Twist	One hundred and five dollars and no cents per span	105.00
Furnish & Install 2'x2'x6' Concrete Foundation	Three hundred and eighty-five dollars and no cents per each	385.00
Trenching, 24" Deep	One dollar and forty-five cents per lineal foot	1.45
Install 35' Manhole Aluminum Pole	One hundred and thirty-eight dollars and no cents per each	138.00
Install 8' Mast Arm for Aluminum Pole	Fifty-five dollars and no cents per each	55.00
Install 8' Mast Arm for Steel Pole	Eighty-eight dollars and no cents per each	88.00
Install 15' Mast Arm for Steel Pole	One hundred and fifty-four dollars and no cents per each	154.00
Install 400 watt H.P.S. Luminaire & Lamp	Forty-four dollars and no cents per each	44.00
Install 250 watt H.P.S. Luminaire & Lamp	Forty-four dollars and no cents per each	44.00
Install Riser Section	Sixty-six dollars and no cents per each	66.00
Install 3/C #2 Cable Duct	One dollar and twenty-five cents per lineal foot	1.25
Install 2" Steel Conduit in Trench	Eleven dollars and no cents per lineal foot	11.00

ROAD ITEMS

Seven hundred and thirty-three thousand,
eight hundred and thirty-four dollars
and forty-six cents \$733,834.46

STORM SEWER ITEMS

One hundred and seventy-two thousand,
six hundred and fifty-nine dollars
and ninety-six cents \$172,659.96

Three hundred and thirty-three thousand,
three hundred and thirty-four dollars
and forty-six cents \$333,834.46

	three dollars and sixty-four cents	\$61,403.64
PAVEMENT MARKINGS ITEMS	Thirteen thousand, nine hundred and twenty-eight dollars and no cents	\$13,928.00
STREET LIGHTING ITEMS	Sixteen thousand, eight hundred and forty-eight dollars and fifty cents	\$16,848.50

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78, (as amended), concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

- a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:
 - (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
 - (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
 - (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
 - (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;
 - (5) the following practices are not included in the meaning of "discrimination":
 - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

- (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
- (2) a record of such an impairment, and includes,
- (3) a person who is regarded as having such an impairment; provided that,
- (4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

Improvement Resolution

FOR STREET OR ALLEY

No. 5815-1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,
That it is deemed necessary to improve Fernhill Avenue from Wells Street east to Northrop
Avenue. The improvement will consist of the construction of a concrete pavement with
curbs, street lighting, storm sewers and new traffic signals at the Northrop intersection.
This improvement will be coordinated with the Conrail Force Account to improve the inter-
section of the Conrail line intersecting Northrop Avenue and Fernhill Extended. Also
included in the improvement will be pavement repair and curb and island realignment at
the intersection of Wells Street and Northrop Avenue.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of
Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder
will be to the general public of the City of Fort Wayne and that no special benefits
will accrue to any property owner adjoining said improvement or otherwise assessable
under said improvement. The cost of said improvement shall be paid by the City of Fort
Wayne.

Adopted, this _____ day of _____
ATTEST:

Secretary & Clerk

BOARD OF PUBLIC WORKS:

SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF APRIL, MAY, AND JUNE, 1979.

in compliance with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

TRADES OR OCCUPATION	CLASS	RATE PER HR.	HMW	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	12.60	55¢	1.25			3if
BOILERMAKER	S	13.25	1.17½	1.00		3¢	
BRICKLAYER	S	11.14	45	50		1	4if
CARPENTER (BUILDING)	S	10.89		68		8	2if
CARPENTER (HIGHWAY)	S	10.23	60	60		5	2if
CEMENT MASON	S	9.70	75	80		1	
ELECTRICIAN	S	12.35	50	38+40		6	
ELEVATOR CONSTRUCTOR	S	11.63½	89½	69	88	6	
GLAZIER	S	10.79		25	40	4	25¢holid 25¢annuit 2if
IRON WORKER	S	11.80	90	1.20		2	
LABORER (BUILDING)	S-SS US	7.70-8.70	70	50		9	
LABORER (HIGHWAY)	S-SS US	8.30-9.15	70	70		9	
LABORER (SEWER)	S-SS US	7.60-8.40	70	50		9	
LATHER	S	10.91		50		1	2if
MILLWRIGHT & PILEDRIVER	S	11.22		68		8	2if
OPERATING ENGINEER (BUILDING)	S-SS US	8.10-11.90	55	65		9	
OPERATING ENGINEER (HIGHWAY)	S-SS US	8.16-10.87	55	65		8	
OPERATING ENGINEER (SEWER)	S-SS US	8.59-11.57	75	65		10	
PAINTER	S	9.25-10.25	50	65		12	6misc.
PLASTERER	S	10.08	60	80			
PLUMBER & STEAMFITTER	S	12.60	55	90		7	4if
MOSAIC & TERRAZZO GRINDER	S	8.75-10.80					
ROOFER	S	10.90		10			
SHEETMETAL WORKER	S	12.09	50	60		10	39¢sasal 14if
TEAMSTER (BUILDING)	S-SS US	9.18-10.13	26.00pw	31.00pw			
TEAMSTER (HIGHWAY)	S-SS US	9.75-9.35½	27.50pw	31.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 7 DAY OF JULY, 19 79

Phaton E. Black
REPRESENTING GOVERNOR, STATE OF INDIANA

Wm. A. Smith
REPRESENTING THE AWARDED AGENT.

Frederic M. Rine
REPRESENTING STATE A.F.L. & C.I.O.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federal

- ... improvement
- That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
 - There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
 - Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we SPEARS-DEHNER, INC. -----
as Principal, and the United States Fidelity & Guaranty
-----, a corporation organized under the laws of the
State of Maryland, and duly authorized to transact business in the
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,
Indiana, an Indiana Municipal Corporation in the sum of NINE HUNDRED NINETY-
EIGHT THOUSAND, SIX HUNDRED SEVENTY-FOUR DOLLARS AND FIFTY-ONE CENTS -----
(\$ 998,674.51), for the payment whereof well and truly to be made,
the Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents. The
condition of the above obligation is such that

WHEREAS, the Principal did on the _____ day of _____, 19____, enter into a contract with the City of Fort Wayne to construct

Resolution No. 5815-78 revised to 5835-79:

To improve Fernhill Avenue from Wells Street east to Northrop Avenue. The improvement will consist of the construction of a concrete pavement with curbs, street lighting, storm sewers and new traffic signals at the Northrop intersection. This improvement will be coordinated with the Conrail Force Account to improve the intersection of the Conrail line intersecting Northrop Avenue and Fernhill Extended. Also included in the improvement will be pavement repair and curb and island realignment at the intersection of Wells Street and Northrop Avenue.

at a cost of \$ 998,674.51, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

SPEARS-DEHNER, INC.

(Contractor)

BY: *Donald H. Spear*

ITS: PRESIDENT

ATTEST:

Arthur C. Zwick
(Title) President

UNITED STATES FIDELITY & GUARANTY

Surety

*BY: *Lawrence J. Ross*

Authorized Agent
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY

GENERAL POWER OF ATTORNEY

No. 86572

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Lane I. Ross

of the City of Fort Wayne, State of Indiana
its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Lane I. Ross

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 9th day of January, A. D. 1976

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) Thomas A. Zecha
By..... Vice-President.

(SEAL) (Signed) Ray H. Britt
Assistant Secretary.

STATE OF MARYLAND, } ss:
BALTIMORE CITY, }

On this 9th day of January, A. D. 1976, before me personally came Thomas A. Zecha, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY, and Ray H. Britt, Assistant Secretary of said Company, with both whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Thomas A. Zecha and Ray H. Britt were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19...78...

(SEAL) (Signed) Herbert J. Aull
Notary Public.

STATE OF MARYLAND, }
BALTIMORE CITY, } St.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 9th day of January, A. D. 1976

(SEAL) (Signed) Robert H. Bouse
Clerk of the Superior Court of Baltimore City.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

SPEARS-DEHNER, INC.

(Name of Contractor)

P.O. Box 1246, Fort Wayne, IN 46801

(Address)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and United States Fidelity & Guaranty

(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of NINE HUNDRED NINETY-EIGHT THOUSAND, SIX HUNDRED SEVENTY-FOUR DOLLARS AND FIFTY-ONE CENTS -----
for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 19____, for the construction of:

Resolution No. 5815-78 revised to 5835-79:

To improve Fernhill Avenue from Wells Street east to Northrop Avenue. The improvement will consist of the construction of a concrete pavement with curbs, street lighting, storm sewers and new traffic signals at the Northrop intersection. This improvement will be coordinated with the Conrail Force Account to improve the intersection of the Conrail line intersecting Northrop Avenue and Fernhill Extended. Also included in the improvement will be pavement repair and curb and island realignment at the intersection of Wells Street and Northrop Avenue.

NINE HUNDRED NINETY-EIGHT THOUSAND, SIX HUNDRED SEVENTY-
at a cost of FOUR DOLLARS AND FIFTY-ONE CENTS (\$ 998,674.51),
all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in _____ counter-
parts, each one of which shall be deemed an original, this _____ (number) _____ day of _____, 1979.

(SEAL)

ATTEST:

Lucas Dehner
(Principal) Secretary

Steven Neal Hagon
Witness as to Principal

SPEARS-DEHNER, INC.
(Address) 1212 Clark Street
P.O. Box 1246
Fort Wayne, Indiana 46801

Arthur C. Zinske
Witness as to Surety

201 W. Wayne
(Address)

Fort Wayne, Ind

SPEARS-DEHNER, INC.

Principal

BY

Donald J. Span
PRESIDENT

(Title)

P.O. Box 1246, Fort Wayne, IN 46801
(Address)

UNITED STATES FIDELITY & GUARANTY

Surety

BY

Lance J. Ross
Attorney-in-Fact
(Authorized Agent)

201 W. Wayne

Fort Wayne, Ind
(Address)

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

ATTACH POWER OF ATTORNEY

GENERAL POWER OF ATTORNEY

No. 86572

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Lane I. Ross

of the City of Fort Wayne, State of Indiana
its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do, and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said, UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Lane I. Ross

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 9th day of January, A. D. 1976

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By..... Thomas A. Zecha

Vice-President.

(SEAL)

(Signed) Ray H. Britt

Assistant Secretary.

STATE OF MARYLAND, } ss:
BALTIMORE CITY, }

On this 9th day of January, A. D. 1976, before me personally came Thomas A. Zecha, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Ray H. Britt, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Thomas A. Zecha and Ray H. Britt were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19...78...

(SEAL) (Signed) Herbert J. Aull

Notary Public.

STATE OF MARYLAND }
BALTIMORE CITY, } Sct.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verify believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 9th day of January, A. D. 1976

(SEAL) (Signed) Robert H. Bouse

Clerk of the Superior Court of Baltimore City.

4537

TITLE OF ORDINANCE SPECIAL ORDINANCE - ST. IMP. RES. NO. 5835-79 - FERNHILL AVE. - SPEARS-DEHNER, INC

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

1-79-07-13

SYNOPSIS OF ORDINANCE CONTRACT FOR STREET IMPROVEMENT RESOLUTION NO. 5835-79, FOR IMPROVING

FERNHILL AVENUE FROM WELLS STREET EAST TO NORTHROP AVENUE, WITH CONCRETE PAVEMENT, CURBS,

STREET LIGHTING, STORM SEWERS, NEW TRAFFIC SIGNALS AND ISLAND REALIGNMENT, IN AMOUNT OF

\$998,674.51. SPEARS-DEHNER, INC. IS CONTRACTOR FOR THE PROJECT.

(CONTRACT ATTACHED)

(PRIOR APPROVAL ACQUIRED AND IS ATTACHED HERETO)

EFFECT OF PASSAGE IMPROVING INTERSECTION AS ABOVE-DESCRIBED

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$998,674.51 TO BE PAID OUT OF LR&S ACCT

#329

ASSIGNED TO COMMITTEE